



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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April 8, 2004

IN REPLY PLEASE

REFER TO FILE: **AS-0**
001188
Amendment 1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SUMMER BEACH BUS SERVICE PROGRAM
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve amending Contract No. 001188 with Antelope Valley Bus, Inc., a Coach USA Company (AV Bus), for operation and management of the Summer Beach Bus Service, to add an additional route to serve residents of the Santa Clarita Valley. The total annual cost of the service is estimated to be \$11,300 for approximately 23 days per year of intermittent service during a one-year term, with two 1-year renewal options.
2. Approve entering into an agreement with the City of Santa Clarita beginning June 1, 2004, which provides for the City to reimburse the County for the City's share of the cost of the 2004 Santa Clarita Summer Beach Bus Service. The City's exact share of the operating cost will be based on the City ridership in proportion to the total ridership, with credit for fares collected from City passengers, but shall not exceed 50 percent of the total operating cost. The City shall also reimburse 50 percent of the services total marketing cost, excluding County staff time, which is estimated to be \$10,400 per year.
3. Authorize Public Works to encumber an annual amount of \$21,700, plus 20 percent for unanticipated service costs. Funds are available in the 2003-04 allocation of Supervisorial District 5 Proposition A Local Return Transit Enterprise Fund administered by Public Works.

4. Delegate authority to the Director of Public Works to execute the sample amendment (Enclosure A) with the current contractor and sample agreement (Enclosure B) with the City of Santa Clarita.
5. Delegate authority to the Director of Public Works to terminate the agreement with the City of Santa Clarita, if, in the opinion of the Director, termination is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to amend an existing agreement with AV Bus to operate a summer beach bus service from the Santa Clarita Valley to Santa Monica Beach and to enter into an agreement with the City of Santa Clarita that will allow the City to reimburse the County for the City's share of the operating and marketing costs of the summer beach bus service in the City. The City of Santa Clarita worked with the County to develop this proposed summer beach bus service.

On May 14, 2002, Synopsis 55, your Board approved Contract No. 001188 with AV Bus for the operation and management of the Summer Beach Bus Service Program to provide bus service from the unincorporated County areas of the Antelope Valley, Altadena, La Crescenta, Charter Oak, and Topanga Canyon to Santa Monica Beach. The summer beach bus service proved to be an effective way to transport residents from unincorporated County areas of the Third and Fifth Supervisorial Districts (including residents from the City of La Cañada-Flintridge and the City of Los Angeles) to the beach for summer recreational activities. The contract was for intermittent service during the summer for an initial three-year period, with two 1-year renewal options beginning June 1, 2002. The need for changes in the service area and scope of work require us to amend the current contract.

On June 7, 2003, we implemented the Santa Clarita Summer Beach Bus Route as a pilot route to serve County and City of Santa Clarita residents as part of the 2003 Summer Beach Bus Service Program. The additional 14 days of service were implemented under the Board's approved funding of ten percent for additional unforeseen transportation services beyond the originally contemplated scope of the contract. Due to the success of the pilot route, we are recommending continuing the service, expanding it to two days per week, and adding a new bus stop in the Stevenson Ranch area. These changes in the scope of work will exceed the ten percent additional service limit, thus requiring that the current contract be amended.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness, Service Excellence, Children and Families' Well-Being, and Community Services. This service is to be provided on a part-time basis and the contractor has the expertise to complete the work which will allow Public Works to provide this service to the public in a more cost-efficient and responsive manner. In addition, this service to the beach during the hot summer months improves the well-being of children and families in Los Angeles County by enhancing good health, emotional, and social well-being.

FISCAL IMPACT/FINANCING

The annual cost for the Summer Beach Bus Service Program with the City of Santa Clarita is estimated to be \$11,300. The service will be provided on Wednesdays and Saturdays during the summer and on Labor Day. The contract with the City of Santa Clarita will commence June 1, 2004, for a period of one year, with two 1-year renewal options. We are requesting as part of this action that the Director of Public Works may cancel or terminate this contract at any time, without cause, upon the giving of at least 30 days' (or a shorter period if mutually acceptable) written notice to the City.

Funds are available in the 2003-04 allocation of Supervisorial District 5 Proposition A Local Return Transit Enterprise Fund administered by Public Works. The City of Santa Clarita's share of the operation cost will be based on the number of riders who board and/or exit the bus in the City, in proportion to the total ridership, but not to exceed 50 percent of the total operation cost. The City shall also reimburse 50 percent of the services total marketing cost, excluding County staff's time. The total marketing cost, excluding County staff's time, is estimated to be \$10,400 per year. The Los Angeles County Metropolitan Transportation Authority has approved this project as eligible for Proposition A Local Return funding. Funds to finance the contract's future years will be made available through Public Works' annual budget process. There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contractor, Coach USA, and the City of Santa Clarita will respectively execute the Amendment to Contract No. 001188 and the Agreement, substantially in the form of the enclosures. The amendment and Agreement will be approved as to form by County Counsel prior to their submittal to the Director of Public Works, or his designee, for signature. The amendment and Agreement will be signed by the Director of Public Works, or his designee, before the term of service begins.

The Honorable Board of Supervisors
April 8, 2004
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ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the California Environmental Quality Act pursuant to Public Resources Code § 21080 (b) (10) under transportation-related projects.

CONTRACTING PROCESS

Contract No. 001188 was entered into through a competitive bidding process and was awarded to the lowest cost and most responsive bidder. The amendment was directly negotiated with the contractor according to terms and conditions within Contract No. 001188.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this amendment with Antelope Valley Bus, Inc., and agreement with the City of Santa Clarita will not result in the displacement of any County employees, as Public Works is presently contracting for this service with the private sector.

CONCLUSION

Two approved copies of this letter are requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

SAMPLE AMENDMENT NO. 1 TO CONTRACT NO. 001188
CONTRACT WITH ANTELOPE VALLEY BUS INC., A COACH USA COMPANY
FOR SUMMER BEACH BUS SERVICE PROGRAM

W I T N E S S E I H

WHEREAS, Contract No. 001188 was entered into between the County of Los Angeles (County) and Antelope Valley Bus, Inc., a Coach USA Company (Contractor), on June 1, 2002, to provide bus transportation service for eligible patrons of the unincorporated areas of Antelope Valley, Altadena, La Crescenta, Charter Oak, Topanga Canyon, City of La Cañada-Flintridge, and the City of Los Angeles to Santa Monica Beach; and

WHEREAS, this Contract will expire on May 31, 2005, and has two, 1-year renewal options; and

WHEREAS, the County has a requirement for the Contractor to provide additional summer beach bus service to residents of the City of Santa Clarita; and

WHEREAS, the County desires to add the service beginning June 1, 2004, for a period of one year, with two 1-year renewal options, at an annual cost not to exceed \$11,247, or such greater sums as the Board may approve; and

WHEREAS, the Contractor is willing to provide the additional service.

NOW, THEREFORE, in consideration of these facts and payment to be made by the County, the County and the Contractor agree that Contract No. 001188 between them shall be amended as follows:

FIRST: The parties agree to amend the Contract to add the service on an annual basis beginning on June 23, 2004, through September 6, 2004, and thereafter from the second week of June to coincide with the first Monday following the last day of the local school year through Labor Day. Exact dates will be determined approximately 60 calendar days prior to the first day of operations each year.

SECOND: That the Contractor shall be compensated at the rate of \$489 per bus, per day not to exceed an annual amount of \$11,247, or such greater sums as the Board may approve.

THIRD: All other prices, terms, conditions, requirements, and specifications of the original Contract and prior amendments shall remain in effect.

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IN WITNESS WHEREOF, the Contractor has caused this Amendment No. 1 to Contract No. 001188 to be executed by its duly authorized officers, and by the County on this _____ day of _____, 2004.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

ANTELOPE VALLEY BUS INC.,
A COACH USA COMPANY

By _____
Mr. David G. Dwight, President

S A M P L E A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the CITY OF SANTA CLARITA, hereinafter referred to as "CITY":

R E C I T A L S

WHEREAS, County and City agree that it is in the public interest to provide transportation service for residents of City to the Santa Monica Beach area, hereinafter referred to as "Service"; and

WHEREAS, County proposes, and City wishes to accept County's proposal to administer the Service in consideration for payment by City to County of the City's proportional share of the operation costs of the Service; allowing credit for the fares paid by riders who board or exit the bus in the City; provided that the City's net share of costs shall not exceed 50 percent of the total operation cost; and for the further payment by the City to the County of 50 percent of the total marketing costs of the Service.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, County and City agree as follows:

- (1) County shall furnish Service to persons boarding in City area, hereinafter specified, at such time and place specified along the established operating route as shown in Exhibit A. Such Service shall be provided on any operating day or days during the term of this Agreement.
- (2) This Agreement's term shall commence on June 1, 2004, through May 31, 2005, with two 1-year renewal options. Extension of Agreement after the first year shall be at the discretion and mutual approval of County and City. The operation of the Service for the first year shall be from June 23, 2004, through September 6, 2004. The second and third year terms shall be from the second week of June to coincide with the first Monday following the last day of the local school year through Labor Day. Exact dates will be determined approximately 60 calendar days prior to the first day of operations each year.
- (3) City agrees to allow County to provide the Service and to designate County as the lead agency.
- (4) County and City have cooperatively established Service route and schedules within County's available transportation capacity. If it is determined that Service may be improved by revisions to scheduling, vehicle assignment, or areas served, County and City may plan and County may institute such changes upon mutual consent within this Agreement.

- (5) County shall charge a base fare of \$3 per round trip and a reduced fare for the elderly (62 years and older) and persons with disabilities of \$1.50 per round trip. Fare revenues shall be retained by County or its subcontractor to partially fund operating costs.
- (6) City agrees to pay upon receipt of a claim from County and documentation thereof, the actual per-ride cost of each ride provided to City patrons, less actual cash fares collected from City patrons; provided that the City's total net obligation shall not exceed 50 percent of the total operation cost of the Service. The per-ride cost shall be calculated based on County's actual monthly operating cost divided by the total one-way ridership. County's monthly operating costs shall consist of the costs of providing, operating, and maintaining vehicles, drivers, dispatchers, and other necessary personnel and insurance based on County records.
- (7) City also agrees to pay, upon receipt of a claim and documentation provided by County, 50 percent of the total cost of marketing this Service. Marketing costs shall not include County staff time spent in the marketing efforts.
- (8) County shall submit a claim for payment along with documentation of claim in the form and number required by City for Service provided at the completion of each summer season. Subject to acceptance and approval by City, payment will normally be made within 30 calendar days of approval.
- (9) That if City's payments, as set forth in Section 8 above, are not delivered to County's office, which will be described on the billing invoice prepared by County, within 30 calendar days after the due date of said invoice, County is entitled to recover interest thereon from the date of the invoices at the rate of interest specified in the current General Service Agreement executed by the parties to this Agreement.
- (10) That if City's payments, as set forth in Section 8 above, are not delivered to County's office, which will be described on the billing invoice prepared by County, within 30 calendar days after the due date of said invoice, notwithstanding the provisions of Government Code, Section 907, County may satisfy such indebtedness, including interest thereon, from any funds of City on deposit with County without giving notice to City of County's intention to do so.
- (11) City shall review all project billing invoices prepared by County and report in writing any discrepancies to County's Director of Public Works, or his designee, herein after referred to as "Director", within 30 calendar days. Undisputed charges shall be paid by City to County within 30 calendar days of receipt of invoice. Director will review all disputed charges and submit a written justification detailing the basis for those charges within 30 calendar days of receipt of City's written report. City shall then make payment of the previously disputed charges or submit justification for nonpayment within 30 calendar days.

- (12) City shall indemnify, defend, and hold harmless County, its officers, agents, employees, and special districts from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, or property damage, arising from or connected with City's performance under this Agreement or from any negligent or intentional act or omission of City, its officers, agents, and employees in the performance of this Agreement.
- (13) County shall indemnify, defend, and hold harmless City, its officers, agents, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, or property damage arising from or connected with County's maintenance of equipment, its operations or services hereunder; or the operation of subcontractor(s) hereunder including any workers' compensation suits, liability, or expense arising from or connected with services performed by or on behalf of County or subcontractor(s) by any person pursuant to this Agreement.
- (14) County or City may terminate this Agreement at any time during its term upon 30 calendar days' (or a shorter period if mutually accepted to both parties) prior written notice to the other party without further liability. City agrees to pay its share of the cost of Service up to the point of termination within 30 calendar days of receipt of an acceptable invoice from County.
- (15) County shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by forces of nature, fire, strike, loss of funding, or commandeering of materials, products, plants, or facilities by the government when satisfactory evidence thereof is presented to City.
- (16) Marketing may use any media subject to review by City and County. All promotional material specifically disseminated to City or County areas shall include the following: "This Service is financed through funds provided by the County of Los Angeles and the City of Santa Clarita."
- (17) This Agreement is by and between City and County and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between City and County.
- (18) County will provide access to daily ridership logs (i.e., drivers' and dispatchers' logs) or other operational records for Service deemed necessary by City and will provide copies thereof upon specific request by City. County will report City ridership to City at the end of each summer season. County will keep records of all operating costs of Service in accordance with strict accounting procedures. All reportable (as defined by law) accidents involving Service equipment or personnel while operating with City passengers shall be immediately reported to

the City. County will maintain such operating and fiscal records as necessary to comply with the Los Angeles County Metropolitan Transportation Authority's Proposition A requirements and procedures and will maintain all records on file for a minimum of three years following the term of this Agreement.

- (19) This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement was drafted by both parties and any ambiguity shall not be construed against either party.
- (20) This Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by the parties.

[illegible]

IN WITNESS WHEREOF, the CITY and the COUNTY have caused this AGREEMENT to be executed by their duly authorized and respective officers on this _____ day of _____, 2004.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF SANTA CLARITA

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney



Enjoy the surf, sand, and
surroundings at
Santa Monica Beach



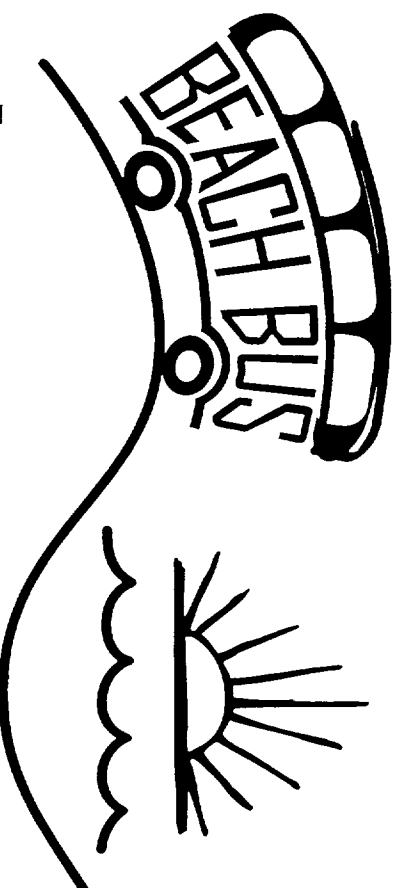
This service is financed
through funds provided by the
County of Los Angeles
Supervisor Michael D. Antonovich
and the City of Santa Clarita

FOR SPECIAL ASSISTANCE AND
MORE INFORMATION, CALL

(888) 769-1122

www.ladpw.org

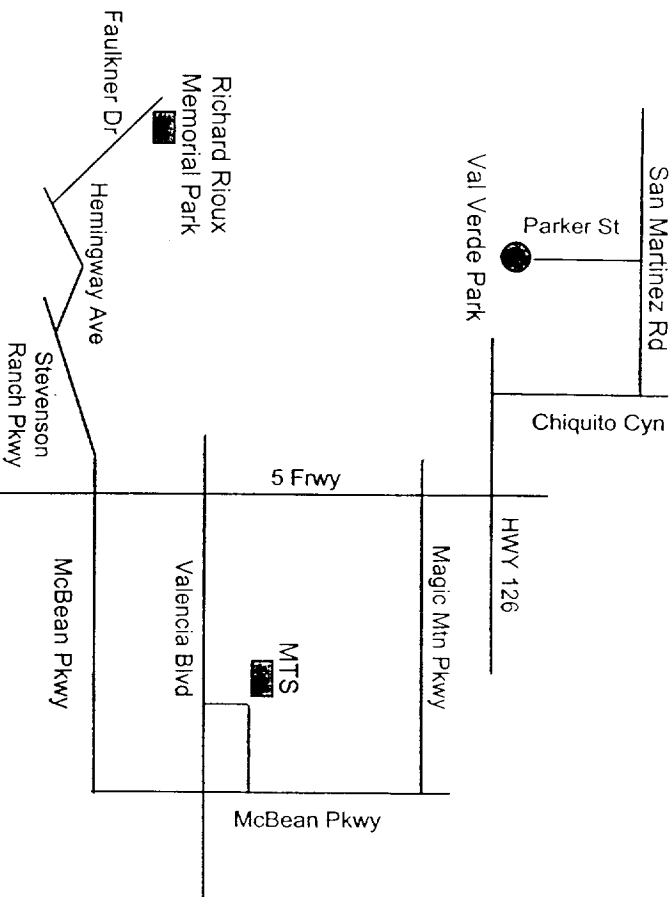
from the **CANYONS**
to the **SEA**
and back again



Ride the
SANTA CLARITA
SUMMER BEACH BUS
to **Santa Monica**

2004 SANTA CLARITA SUMMER BEACH BUS

JUNE 23- SEPTEMBER 6, 2004
WEDNESDAYS, SATURDAYS, AND LABOR DAY HOLIDAY



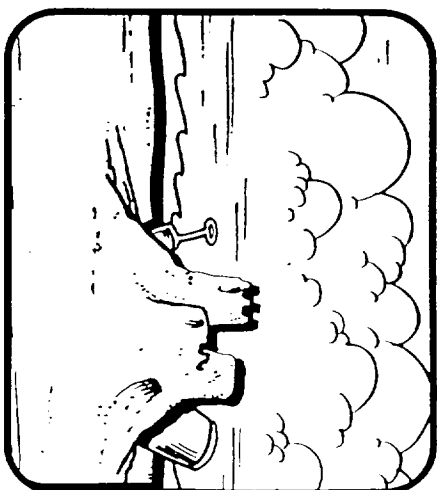
SANTA MONICA BEACH

MORNING BUS TO SANTA MONICA

- Leave Val Verde Park 8:30 a.m.
- McBean Transfer Station 8:50 a.m.
- Richard Rioux Memorial Park 9:07 a.m.
- Arrive Santa Monica Beach 8:55 a.m.

AFTERNOON BUS TO SANTA CLARITA

- Leave Santa Monica Beach 3:00 p.m.
- Richard Rioux Memorial Park 3:50 p.m.
- McBean Transfer Station 4:05 p.m.
- Arrive Val Verde Park 4:15 p.m.



FARE STRUCTURE

Exact fare please

ROUND TRIP

All Children & Adults.....\$ 3.00
Sr. Citizen (62+) *\$ 1.50
Person with disabilities.....\$ 1.50

*with proper identification

MINIMUM AGE REQUIREMENT

Any person boarding the bus under twelve years (12) of age must be accompanied by an adult.